

## **Exhibit E**

Christopher J. Clark  
Direct Dial: +1.212.906.1350  
Christopher.Clark@lw.com

53rd at Third  
885 Third Avenue  
New York, New York 10022-4834  
Tel: +1.212.906.1200 Fax: +1.212.751.4864  
www.lw.com

## LATHAM & WATKINS LLP

April 9, 2019

### VIA Hand Delivery and Electronic Mail

Monika Roots, M.D.  
3140 Oxford Road  
Madison, WI, 53705  
612-250-9737  
Roots@wisconsin.edu

#### FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

### **STRICTLY PRIVATE AND CONFIDENTIAL**

Dear Dr. Roots:

We represent Teladoc Health, Inc. (“Teladoc” or the “Company”) and Teladoc’s corporate subsidiaries and affiliates, including, without limitation, Teladoc Behavioral Health, P.A. (“Teladoc Behavioral”). It has come to our attention that you have knowingly and intentionally shared material, confidential information about Teladoc and Teladoc Behavioral with certain persons and entities in violation of each of: (i) the Confidential Settlement Agreement and General Release of All Claims between you and Teladoc, dated June 22, 2018 (“Settlement Agreement”); (ii) the Independent Contractor Physician Agreement between you and Teladoc Behavioral, dated May 26, 2015 (“Physician Agreement”); (iii) the Employment Agreement between you Teladoc, dated December 5, 2016 (“Employment Agreement”); and (iv) the Employee Confidentiality and Proprietary Rights Agreement between you and Teladoc, dated December 5, 2016 (“Confidentiality Agreement”).

In particular, we wish to draw your attention to Paragraph 12 of the Settlement Agreement in which you promise to [REDACTED]

[REDACTED] Further, you agree that [REDACTED]

[REDACTED] You have knowingly and intentionally breached the Settlement Agreement by providing material, confidential information to market participants. Accordingly, you have forfeited any benefits received by you, or due to you, under the Settlement Agreement. The Settlement Agreement provides that your equity interests in the Company will [REDACTED]

The Continued Vesting requires, however, that you [REDACTED] including Paragraph 12. By knowingly and intentionally providing material, confidential information to market participants, [REDACTED] and, as a material breach of the contract, the Company is empowered to terminate the Continued Vesting. Your material breach of the Settlement Agreement terminates the Company's obligation to vest all outstanding equity incentives under the Continued Vesting.

Your conduct further violates the Physician Agreement, the Employment Agreement and the Confidentiality Agreement. Although the Settlement Agreement terminated certain provisions of the Employment Agreement, Paragraphs 6 and 14 of the Settlement Agreement [REDACTED]

[REDACTED]  
[REDACTED] By providing material, confidential information to market participants, you have [REDACTED] which explicitly requires that you [REDACTED]

[REDACTED] Moreover, Paragraph 9 states that you [REDACTED]

[REDACTED] Your actions constitute a manifest violation of the Physician Agreement, and, in turn, the Settlement Agreement, the Employment Agreement and the Confidentiality Agreement.

Perhaps most significantly, for you, your actions in improperly sharing material, non-public information with market participants in violation of your duty of confidentiality to Teladoc appear to constitute insider trading in violation of Securities Exchange Act Rule 10b-5(1), codified at 17 C.F.R. 240. 10b-5(1). As you are no doubt aware, this offense carries significant civil and criminal penalties for both yourself and those with whom you have improperly shared material, non-public information in violation of your duties to Teladoc.

To be clear, Teladoc has actionable evidence of your conduct and intends to take any and all actions that are appropriate, including actions in regard to any and all equity grants, deferred compensation, or compensation pursuant to contracts with the Company still outstanding. The Company may be obligated to and will report your conduct to any and all law enforcement agencies, including the United States Department of Justice, the New York Attorney General's Office and the United States Securities and Exchange Commission. The Company will also pursue any and all civil remedies available for the breach of the Physician Agreement and the Settlement Agreement, including punitive damages. Teladoc Behavioral hereby terminates the Physician Agreement for "cause" pursuant to the terms of Section 4(b) thereof.

LATHAM & WATKINS LLP

If you have questions, please contact me at (212) 906-1350.

Sincerely,

  
Christopher J. Clark  
of LATHAM & WATKINS LLP